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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

KELLY FITZGERALD and  
AMBROSIA FITZGERALD, by  
her guardian ad litem, KELLY  
FITZGERALD,

Plaintiffs,

vs.

NIELSEN PROPERTY MANAGERS,  
INC.; EROS RESMINI; and, MANINA  
RESMINI,

Defendants.

Case No. 2:05-CV-00119-MCE-PAN  
JOINT APPLICATION AND  
STIPULATION FOR ISSUANCE OF  
PROTECTIVE ORDER; ~~PROPOSED~~  
ORDER

The parties to this action, by and through their respective counsel, hereby apply for  
and stipulate to the issuance of the protective order attached hereto.

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**PROTECTIVE ORDER**

**IT IS HEREBY ORDERED THAT:**

1. As used in this Protective Order, "Confidential Information" means:

(a) The last names, addresses, telephone numbers, and social security numbers of fair housing testers who participated in the investigation conducted by the Housing Rights/Fair Housing Commission of Sacramento at the rental premises that is the subject of the above-captioned matter;

(b) Documents created or maintained by the Housing Rights/Fair Housing Commission of Sacramento that reflect the methodology used for investigating housing complaints, including the methodology used in the investigation at the rental premises that is the subject of this matter;

(c) The last names, social security numbers, and financial information of defendants' tenants, former tenants, and rental applicants;

(d) Defendants' financial information.

2. The Confidential Information described above is properly subject to protection under Rule 26(c) of the Federal Rules of Civil Procedure. Counsel shall not designate any discovery material "CONFIDENTIAL" without first making a good faith determination that protection is warranted and that the material falls into one of the four specific categories listed in paragraph 1, above.

3. If a party wishes to challenge the designation of a document or portion of a document as "CONFIDENTIAL," the party challenging the designation shall meet and confer in good faith with the designating party in an attempt to resolve the dispute. If the parties are unable to resolve their dispute, the party seeking confidentiality may file a motion with the Court seeking adjudication of the matter under F.R.C.P. 26(c). The party seeking confidentiality has the burden of establishing that protection is warranted under F.R.C.P. 26(c).

4. Confidential Information shall be disclosed by the parties and their counsel only in accordance with the terms of this Protective Order and shall be used solely for the

1 purposes of this action and shall not be used by the parties or their counsel for any other  
2 purpose.

3 5. Confidential Information shall not be disclosed by the parties or their counsel  
4 to anyone other than the Court and its officers, government officials associated with this  
5 action, counsel and their agents and employees, including investigators, and the parties,  
6 all of whom shall be advised of, and bound by, the terms of this Protective Order. Counsel  
7 may also disclose Confidential Information to qualified third-parties retained to assist in the  
8 prosecution, defense, or settlement of this action, such as investigators and expert  
9 witnesses. Anyone (other than the Court and its personnel) who receives Confidential  
10 Information shall be provided with a copy of this Protective Order and shall sign the Non-  
11 Disclosure Agreement in the form of Attachment 1.

12 6. To the extent feasible, any party filing any document that contains  
13 Confidential Information shall redact all Confidential Information before filing. Only such  
14 pages or exhibits or portions thereof that are designated by the parties as Confidential  
15 Information shall be lodged under seal. If the filing party believes that Confidential  
16 Information is necessary to adjudicate the matter or redacting is otherwise not feasible, the  
17 filing party must file the document with the Court in a sealed envelope with the following  
18 label:

19 **"Confidential Information**  
20 **Filed Under Seal Pursuant to Protective Order**  
21 **Fitzgerald vs. Nielsen Property Managers et al.**  
22 **Case No. 2:05-CV-00119-MCE-PAN**  
23 **[Title of Document]"**

24 The sealed envelope shall be filed with instructions stating that the document is being filed  
25 pursuant to this Protective Order and that it shall not be opened absent further order of the  
26 Court.

27 7. Prior to hearings or testimony before the Court in this case, the parties, in the  
28 event that it is known reasonably in advance of such hearing or testimony that matters

1 involving Confidential Information will be raised, shall so advise the Court.

2 8. Nothing in this Protective Order shall affect the admissibility of any  
3 Confidential Information in this action.


4 9. Within 30 days after the termination of this action all Confidential Information  
5 produced by a party shall be returned to that party's counsel.

6 10. Nothing in this Protective Order shall be construed to unduly hamper the  
7 rights of the parties to prosecute and defend this action. Nothing in this Protective Order  
8 shall preclude any party from moving the Court for modification of any terms and conditions  
9 thereof. Any party may, at any time, move the Court for modification of this Protective  
10 Order.

11 11. This Protective Order shall survive the final termination of this action. The  
12 Court shall retain jurisdiction to enforce this Protective Order for six months after the final  
13 termination to resolve any dispute concerning the use of Confidential Information.

14 IT IS SO ORDERED.

15 DATED: June 23, 2005.

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19 MORRISON C. ENGLAND, JR.  
20 UNITED STATES DISTRICT JUDGE  
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**ATTACHMENT 1**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the stipulated protective order entered in Fitzgerald v. Nielsen Property Managers, et al., United States District Court, Eastern District of California, Case Number 2:05-CV-00119-MCE-PAN, and hereby agree to comply with and be bound by the terms and conditions of this order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of this Court for the purpose of enforcing this order.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Signature